

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

CIVIL NO.

Foreclosure of Mortgage

v.

ALBERTO ULISES GONZALEZ-
MORALES, ORLANDO CRESCENCIANO
GONZALEZ-MORALES, and RUBEN
DAVID GONZALEZ-MORALES, as
known members of the ESTATES OF
CRESCENCIANO GONZALEZ-VELEZ AND
VILMA EDITH MORALES-ADAMES
A/K/A VILMA E. MORALES-ADAMES
A/K/A VILMA E. MORALES; JOHN DOE
And RICHARD ROE as unknown
members of the Estates; UNITED
STATES OF AMERICA (as a party of
interest)

Defendants

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United
States Department of Agriculture- through the undersigned
attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by
28 U.S.C. § 1345.

2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. § 1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the properties described further below.
3. The promissory note mentioned before is for the amount of **\$220,00.00**, with annual interest of 3.75%, subscribed on September 30, 1997. See Exhibit 1.
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 54, executed by Notary Public Gladys González Colón in Moca, Puerto Rico. See Exhibit 2.
5. According to the Property Registry, defendants -with the exception of United States of America- are the owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Radicada en el Barrio Juncal del Municipio de San Sebastián, con una cabida de 264.36 cuerdas.
Lindes: NORTE, con la carretera Insular #111 que va de San Sebastián a Lares, Juan Ventura Torres, Pablo González, Luis González, Ramón Estrella, Dolores García, Garaje Esso, Ignacio Rivera y Pedro Acevedo; SUR, con una quebrada dulce que separa de Gonzalo

González, Ernesto González y Francisco Rodríguez; ESTE, con Marcelino Pérez, Eligio Ríos, Eusebio López, Bernardo López; Otilio Torres, Carlos Gerezón, Julio González y Miguel Rodríguez; y por el OESTE, con Gonzalo González, Alfonso Delgado, Hipólito Font, Pedro Acevedo y Juan Vélez.

Property number 7,312, recorded at page 30 of volume 466 of San Sebastián, Registry of the Property of San Sebastián, Puerto Rico. See Exhibit 3.

6. The title search attached to this complaint confirms the registration of the mortgage lien that secures the loan obligation that is object of this claim. See Exhibit 3.
7. Plaintiff is informed and believes, and upon such information and belief, alleges that Mr. Crescenciano González Velez and Mrs. Vilma Edith Morales Adames a/k/a Vilma E. Morales Adames a/k/a Vilma E. Morales ("Vilma Morales Adames") passed away, and that the following co-defendants are members of the Estates of Crescenciano González Velez and Vilma Morales Adames:
 - (a) Alberto Ulises González Morales,
 - (b) Orlando Crescenciano González Morales, and
 - (c) Rubén David González Morales.
8. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estates mentioned before.
9. Defendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligation

subscribed.

10. According to P.R. Laws Ann., Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estates to which they lawfully belong. If no answer is received within said period, their participation shall be deemed as accepted.
11. It was expressly stipulated in the note evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said note and proceed with the execution and/or foreclosure of the mortgage.
12. The defendants herein, jointly and severally, have failed to comply with terms of the mortgage contract by failing to pay the installments due on the note until the present day, and that after declaring all the indebtedness due and payable, defendants owe to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 4*, the following amounts:
 - a) On the \$220,000.00 Note:
 - 1) The sum of \$157,683.73, of principal;
 - 2) The sum of \$74,757.69, of interest accrued as of September 8, 2020, and thereafter until its full

and total payment, which interest amount increases at the daily rate of \$16.2004;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

13. The indebtedness evidenced by the aforementioned note is secured by the mortgage over the property described in this complaint.
14. Plaintiff is informed and believes, and upon such information and belief alleges, that defendants Alberto Ulises González Morales, Orlando Crescenciano González Morales, and Rubén David González Morales are not currently active in the military service for the United States. Nonetheless, plaintiff is unable to provide at this time a "Status Report pursuant to Servicemembers Civil Relief Act" for said defendants, since it does not know their dates of birth or their Social Security numbers.
15. The United States of America is included as a party in interest in this action because according to the title search attached herein, there are federal tax liens affecting the property that is subject to foreclosure in this case. See Exhibit 3.

VERIFICATION

I, JACQUELINE LAZÚ LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Acting Director for the Loan Resolution Task Force of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) Notwithstanding the averment above about defendants' competence, plaintiff is informed and believes, and upon such information and belief alleges, that defendant Alberto Ulises

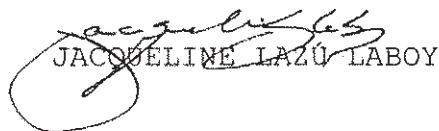
González-Morales is hearing/speech impaired, but plaintiff has no knowledge to date about his having been declared legally incompetent;¹

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deed has been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 24 day of March, 2020.



JACQUELINE LAZÚ LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendants pay unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described

¹ Plaintiff will seek confirmation about Alberto Ulises González-Morales in the service of process and as part of the intial disclosures under Fed. R. Civ. P. 26.

in this complaint and any building or improvement thereon be sold at public auction, and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 13 of this prayer, said defendants be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein; and

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 5 day of November

, 2020.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913
FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

USDA-FmHA
Form FmHA 1940-17
(Rev. 4-92)

PROMISSORY NOTE

Name GONZALEZ VELIZ, CRESCENTIANO		KIND OF LOAN Type: <u>ETI</u> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Limited <input type="checkbox"/> Resource
State PUERTO RICO	County LARES	Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input checked="" type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
Case No. 63-34-583325/65	Date SEPTEMBER 30, 1997	ACTION REQUIRING NOTE <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement <input type="checkbox"/> Rescheduling <input type="checkbox"/> Reamortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down
Fund Code 43	Loan No. 01	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in LARES, PUERTO RICO,

, or at such other place as the Government may later designate in writing, the principal sum of TWO HUNDRED TWENTY THOUSAND AND 50/100 dollars

(\$ 220,000.00), plus interest on the unpaid principal balance at the RATE of THREE AND THREE QUARTER percent (3.75 %) per annum and

None dollars (\$ N/A)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 21 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 2,122.50 on 02-01-98; \$ 15,824.00 on 01-01-59;
\$ on ; \$ on ;
\$ on ; \$ on ;

and \$ 15,824.00 thereafter on 01-01- of each YEAR until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 20 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

ZNA

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

~~DISCUSSIONS ON THE INFLUENCE~~

(Borrower)

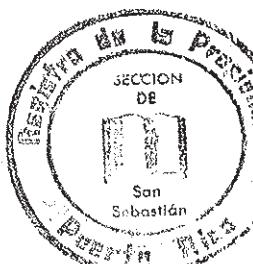
SPARTACO 726, SAN SEBASTIAN, P.R. 00605

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 1,183.00	09-16-97	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL		\$ 1,183.00		\$ 1,183.00	

Forma FmHA 1927-1(S) PR
(Rev. 6-93)

	<p>----- NUMERO CINCUENTA Y CUATRO (54) NUMBER -----</p> <p>----- HIPOTECA VOLUNTARIA VOLUNTARY MORTGAGE -----</p> <p>En San Sebastian, Puerto Rico, a treinta (30) de septiembre de mil novecientos noventa y siete (1997).</p> <p>----- ANTE MI BEFORE ME -----</p> <p>----- GLADYS GONZALEZ COLON -----</p> <p>Abogado y Notario Público de la Isla de Puerto Rico con residencia en Attorney and Notary Public for the Island of Puerto Rico, with residence in Moca, Puerto Rico y oficina en Moca Puerto Rico. and office in Moca Puerto Rico.</p> <p>----- COMPARCEN APPEAR -----</p> <p>Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominada The persons named in paragraph TWELFTH of this mortgage dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances aparecen de dicho párrafo. appear from said paragraph.</p> <p>Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their de su edad, estado civil, profesión y vecindad, statements which I believe to be true of their age, civil status, profession and residence. Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento of their property, and they have, in my judgment, the necessary legal capacity to grant this miento. voluntary mortgage.</p> <p>----- EXPONEN WITNESSETH: -----</p> <p>PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same denominada de aquí en adelante "los bienes". hereinafter referred to as "the property".</p> <p>SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens se especifican en el párrafo UNDECIMO. specified in paragraph ELEVENTH herein.</p> <p>TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States América, actuando por conducto de la Administración de Hogares de Agricultura of America, acting through the Farmers Home Administration, res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with</p>
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un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.-----estimated against the property.-----

CUARTO: Se sobreentiende que:-----
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagor-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.-----will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-dor hipotecario,-----(Three) When payment of the note is insured by the mortgagor, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.-----and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagor,-----

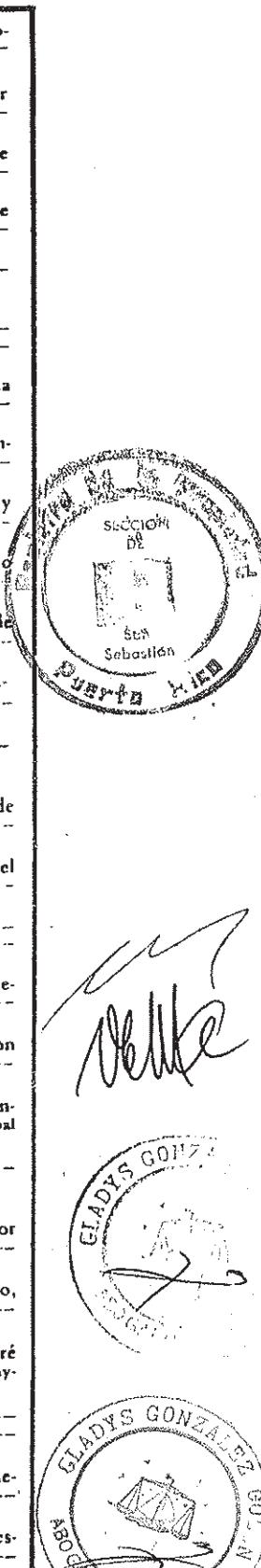
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagor by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

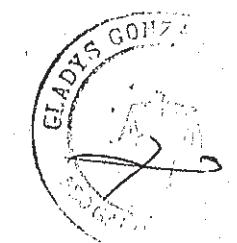
que será designada como "cargo anual".-----ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-will forego his rights and remedies against the mortgagor and any-----



[Handwritten Signature]



Forma FmHA 1927-1(S) PR
(Rev. 6-93)

quiero otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

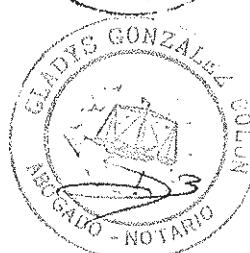
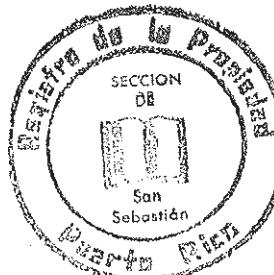
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging.

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
thereto, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor
thereon before and after maturity until paid, losses sustained by the

deudor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and

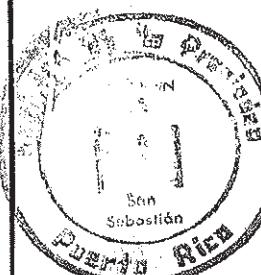
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagor against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagor,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagor to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagor or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagor on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagor for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagor as described in this

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO
subparagraph shall bear interest at the rate of

por ciento (3.75 - %)
per cent (%)

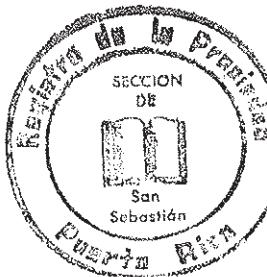
anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment
hipotecario lo satisfaga.
to the mortgagor.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagor, any

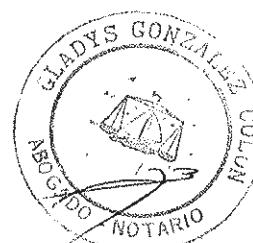
o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagor for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the



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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagor.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor

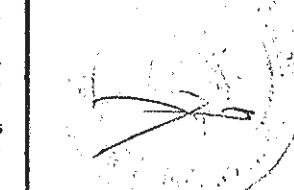
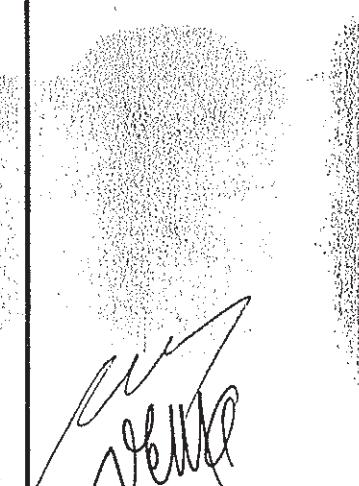
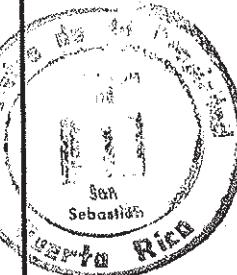
hipotecario determinare.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprueba el acreedor hipotecario.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de operación
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

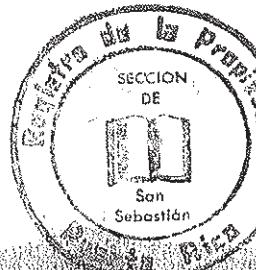
mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option



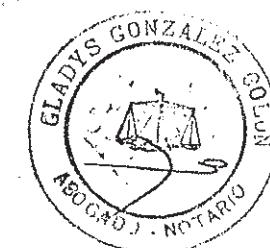
podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos intereses, and any costs or expenditures incurred by mortgagee by said procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause para adelantos, gastos y otros pagos. for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente (Fourteen) If the mortgagor at any time while this mortgage remains in effect esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare. in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo. (Sixteen) Should default occur in the performance or discharge of any obligation secured by this mortgage, or if the deudor hipotecario or cualquier otra persona incluida como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, or in any supplementary agreement, or die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueron cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respons- obligation herein set forth, and without affecting the liability

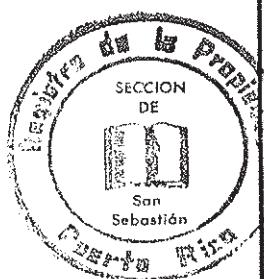
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured debt, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)



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negociar con el deudor hi
arj o conceder al deudor hipotecario cualquier
deal in any way with mortgagor
mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
mua insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hip-
or insured by mortgagee and executed or assumed by mortgagor,

teario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

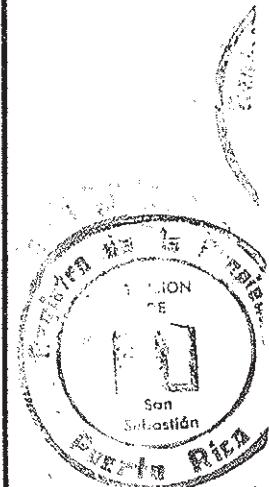
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

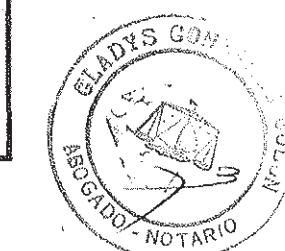
caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated

específica más adelante.
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee



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GEC*



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriera en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendada.
of foreclosure of this mortgage, in conformity with the mortgage law, as amended.

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de DOSCIENTOS VEINTE MIL DOLARES (\$220,000.00); la
of finca "A" se tasa en VEINTICINCO MIL DOLARES y la
finca "B" en CIENTO NOVENTA Y CINCO MIL DOLARES para
efectos de la primera subasta.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requiri-

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos.
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan herein fore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagaré!
should assign this mortgage without insurance of the note,

DOSCIENTOS VEINTE MIL DOLARES (\$ 220,000.00)
DOLLARS \$ 220,000.00

el principal de dicho pagaré, con sus intereses según estipulados a razón del
the principal amount of said note, together with interest as stipulated therein at the rate of

TRES PUNTO SETENTA Y CINCO--- por ciento (3.75--- %) anual;
per cent (. %) per annum;



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) DOSCIENTOS VEINTE MIL-----
(A) TWO HUNDRED TWENTY MIL-----

DOLARES (\$ 220,000.00)
DOLLARS (\$ 220,000.00)

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnizing the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero;-----
Three;-----

(B) TRESCIENTOS TREINTA MIL-----
(B) THREE HUNDRED THIRTY MIL-----

DOLARES (\$ 330,000.00)
DOLLARS (\$ 330,000.00)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré,
sustain under its insurance of payment of the note;-----

Tres. En cualquier caso y en todo tiempo;
Three. In any event and at all times whatsoever;-----

(A) OCHENTA Y OCHO MIL DOLARES-----
(A) EIGHTY EIGHT MIL DOLLARS-----

(\$ 88,000.00-----) para intereses después de mora;
(\$ 88,000.00-----) for default interest;-----

(B) CUARENTA Y CUATRO MIL DOLARES-----
(B) FORTY FOUR MIL DOLLARS-----

(\$ 44,000.00-----) para contribuciones, seguro y otros adelantos para la con-
for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero;
SIXTH, Three;-----

(C) VEINTIDOS MIL DOLARES-----
(C) TWENTY TWO MIL DOLLARS-----

(\$ 22,000.00-----) para costas, gastos y honorarios de abogado en caso
(\$ 22,000.00-----) for costs, expenses and attorney's fees in case-----

de ejecución;
of foreclosure;-----

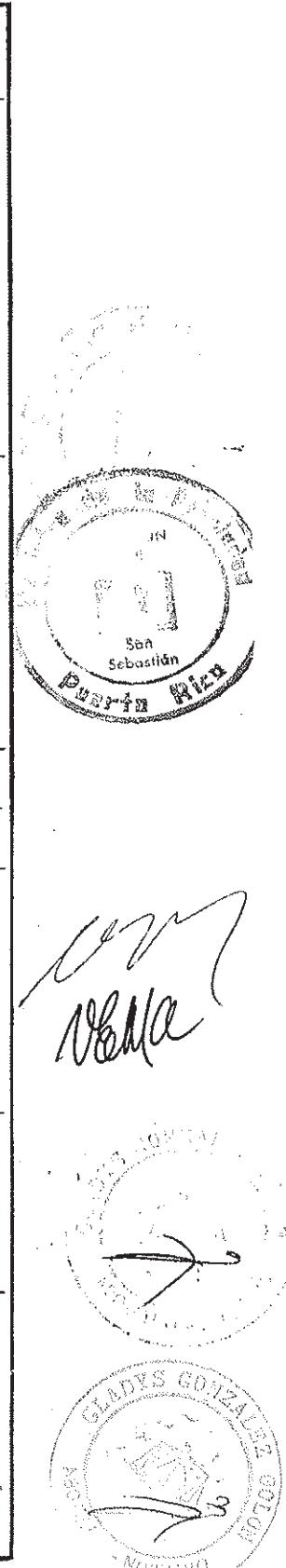
(D) VEINTIDOS MIL DOLARES-----
(D) TWENTY TWO MIL DOLLARS-----

(\$ 22,000.00-----) para costas y gastos que incurriera el acreedor hipoteca-
(\$ 22,000.00-----) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece,
provided in paragraph (SIXTH, Thirteen).-----



Forma FmHA 1927-1(S) PR
(Rev. 6-93)

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:-----
of this mortgage is(are) described as follows:-----

"Pagaré otorgado en el caso número SESENTA Y TRES GUION TREINTA Y
"Promissory note executed in case number
CUATRO GUION CINCO OCHENTA Y TRES TREINTA Y DOS CINCO-
SIETE SEIS CINCO (63-34-583325765) -- fechado el día
dated the -----

treinta (30) -- day of septiembre ----- de mil novecientos-----
nineteen hundred and

noventa y siete (1997) por la suma de DOSCIENTOS-----
in the amount of -----

VEINTE MIL ----- dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del
interest over the unpaid balance at the rate of

TRES PUNTO SETENTA Y CINCO --- { 3.75 ----- } por ciento anual,
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
tions until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero
entire debt herein evidenced, if not sooner paid, will be due

a los VEINTE (20) -----
and payable

años de la fecha de este pagaré.-----
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.-----
expressa provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:



A) RUSTICA: Sita en el Barrio Cidral de San Sebastian, Puerto Rico, compuesta de SESENTA PUNTO SESENTA CUERDAS equivalentes a veintitres hectareas, ochenta y una áreas y ochenta y dos centiareas; en lindes al NORTE, Rita, Ramon y Pedro de apellidos Echeadia, separados por un camino y la quebrada Medina; al SUR, la Quebrada Lajas, separa de Laurnaga y Compañia, Benito Lopez y Narciso Echeandia; al ESTE, una quebrada separando de Laurnaga y Compañia, Benito Lopez y Rita Echeandia y al OESTE, Pedro y Evarista Echeandia separado por un camino y con Narciso Echeandia. Contiene una casa de vivienda de bloques de concreto, con cimientos y techo de concreto.

B) RUSTICA: Fadicada en el Barrio Juncal de San Sebastian Puerto Rico, compuesta de DOSCIENTOS SESENTA Y CUATRO PUNTO TREINTA Y SEIS CUERDAS igual a ciento tres hectareas, noventa areas, cuarenta centiareas y cincuenta y cuatro miliareas; en lindes al NORTE, con la Carretera Insular numero ciento once que va de San Sebastian a Lareas, Juan Ventura Torres, Pablo Gonzalez, Luis Gonzalez, Dolores Garcia, Ramon Estrella, Juan Gonzalez, Garage Esso, Ignacio Rivera y Pedro Acevedo; al SUR, con una quebrada lulce que separa de Gonzalo Gonzalez, Ernesto Gonzalez y Francisco Rodriguez; al ESTE, Marcelino Perez, Eligio Rios, Eusebio Lopez, Bernardo Lopez, Otilio Torres, Carlos Gerezon, Julio Gonzalez, Miguel Rodriguez y al OESTE, con Gonzalo Gonzalez, Alfonso Diaz. Adquirio el presente terreno la descripta finca por Borrower acquired the described property by compra a Sucesion Gonzalez Vargas y por agrupacion, respectivamente

según consta de la Escritura Número 5115 (6) y VEINTIOCHO (28), permanent to Deed Num ber

respectivamente-----

de fecha dated quince de mayo de mil novecientos sesenta y uno (1961) y treinta de marzo de mil novecientos setenta (1970)-----

otorgada en la ciudad de executed in the city of San Juan, Puerto Rico-----

ante el Notario before Notary DON LUIS CRESPO CLASS Y DON MANUEL A. GARCIA HERMIDA-----

Dicha propiedad se encuentra affecta a hipoteca a favor de The Farm Credit Bank of Baltimore, la finca "B"-----

La finca "A" folio 45, tomo 115 de San Sebastian, FINCA 3,248 y la finca "B" folio 228, tomo 176 de San Sebastian, finca #7,312-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios TWELFTH: The parties appearing in the present deed as Mortgagors

carlos DON CRESCENCIANO GONZALEZ VELEZ, Seguro Social Numero: [REDACTED] y DONA VILMA EDITH MORALES ADAMES, tambien conocida por VILMA E. MORALES, Seguro Social Numero: [REDACTED], mayores de edad, casados entre si, propietarios y vecinos de San Sebastian, Puerto Rico.

cuya dirección postal es: Apartado 726, San Sebastian, Puerto Rico 00685-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

Inscrito el:
folio: 6846.
tomo: 138 San Lib.
finca: 3,248
lote: 1806

Inscrito el:
folio: 234
tomo: 176 S-Sab.
finca: 7312
lote: 7194



[Handwritten signatures]



Forma FmHA 1927-1(S) PR
(Rev. 6-93)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura
FOURTEENTH: The borrower will personally occupy and use any structure

que haya sido construida, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
closure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción
or building existing on the farm(s) hereinbefore described and all improvement,

o edificación que se construya en dicha finca(s) durante la vigencia del préstamo
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),
representatives, in favor of mortgagor (Farmers Home Administration)

cualquier derecho de Hogar Securo (Homestead) que en el presente o en el futuro
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construidos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

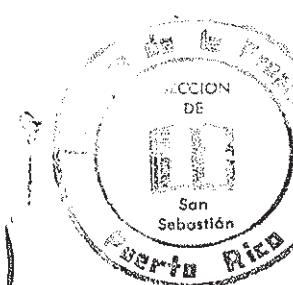
a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. (851) -
L.P.R.A. 1851) -

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cualquier
SEVENTEENTH: Mortgagee and mortgagor agree that any

estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

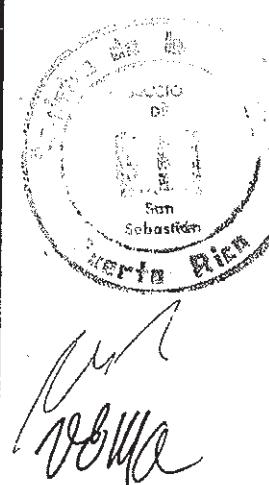
estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)



Forma FmHA 1927-1(S) PR
(Rev. 6-93)ACEPTACION
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
 The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.
 I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s).
 So they say and execute before me, the authorizing Notary, the appearing party (parties).

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
 without demanding the presence of witnesses after waiving his (their) right to do so of which

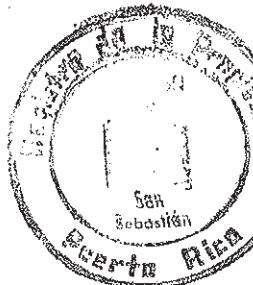
le(s) advirtí.
 I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n).
 After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
 contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
 including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.
 FAITH to everything contained in this deed.



SBLR

Nilda E. Morales Adame

Gladys Gonzalez Colon





FIRMADO: DON CRESCENCIANO GONZALEZ VELEZ Y DOÑA VILMA
EDITH MORALES ADAMES

FIRMADO, SIGNADO, SELLADO Y RUBRICADO:-----
GLADYS GONZALEZ COLON, ABOGADA Y NOTARIO PUBLICO-----

Hay adheridos y debidamente cancelados los correspondientes sellos de Rentas Internas e Impuesto Notarial con Sello del Notario y debidamente estampadas, las iniciales del(s) otorgante(s) al margen de todas y cada uno de los 17 folios del original y sus firmas al final del documento.

CERTIFICO: Que es PRIMERA copia fiel y exacta del original que bajo el número _____ de fecha 30 de septiembre de 1997 obra en el protocolo del notario que suscribe y en fe de ello y a favor de FARMERS HOME ADMINISTRATION expido la presente que firmo, signo, sello y rubrico. En San Sebastián, Puerto Rico, hoy día de su otorgamiento, dejando nota de saca al margen de la Escritura Matriz.



Gladys Gonzalez Colon
GLADYS GONZALEZ COLON
Notario Público
Número Notarial: 6504



Este otro lado indica las notas al margen de la descripción de cada finca.

Sangas: la finca 3248 afecta a tres hipotecas a favor de la Corporación de Crédito Agrícola por los sumos de \$4,000.00; 30,821.00, y \$35,560.00 dólares; y la finca 7,312 afecta a hipoteca a favor de la Corporación de Crédito Agrícola por \$35,560.00 y a favor de The Farm Credit Bank of Baltimore por \$215,000.00.

San Sebastián a 3 de octubre de 1997.
Exenta.

N
Registrador



TITLE SEARCH

CLIENT: CRESCENCIA GONZÁLEZ VÉLEZ

REF: 1521.200
BY: TAIMARY ESCALONA

PROPERTY NUMBER: 7,312, recorded at page 30 of volume 466 of San
Sebastián, Registry of the Property of San
Sebastián, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Radicada en el Barrio Juncal del Municipio de San Sebastián, con una cabida de **264.36 cuerdas**. Lindes: **NORTE**, con la carretera Insular #111 que va de San Sebastián a Lares, Juan Ventura Torres, Pablo González, Luis González, Ramón Estrella, Dolores García, Garaje Esso, Ignacio Rivera y Pedro Acevedo; **SUR**, con una quebrada dulce que separa de Gonzalo González, Ernesto González y Francisco Rodríguez; **ESTE**, con Marcelino Pérez, Eligio Ríos, Eusebio López, Bernardo López; Otilio Torres, Carlos Gerezón, Julio González y Miguel Rodríguez; y por el **OESTE**, con Gonzalo González, Alfonso Delgado, Hipólito Font, Pedro Acevedo y Juan Vélez.

ORIGIN:

It is formed by aggrupation of property numbers 1,801; 1,802; 1,803; 1,804, 43 and 1,800 recorded at pages 24; 27; 34; 39; 49 and 44, volumes 32 of San Sebastián, respectively.

TITLE :

This property is registered in favor of CRESCENCIANO GONZÁLEZ VÉLEZ and his wife VILMA EDITH MORALES ADAMES, who acquired it by aggrupation, with a value of \$3,000.00, pursuant to deed #28, executed in San Juan, Puerto Rico, on May 30, 1970, before Manuel A. García Hermida Notary Public, recorded at page 228 of volume 176 of San Sebastián, property number 7,312, 1st inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Crescenciano González Vélez and his wife Vilma Edith Morales Adámes, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$220,000.00, with 3.75% annual interests, due on 20 years, constituted by deed #54, executed in San Sebastián, Puerto Rico, on September 30, 1997, before Gladys González Colón Notary Public, recorded at page 234 of volume 176 of San Sebastián, property number 7,312, 7th inscription.

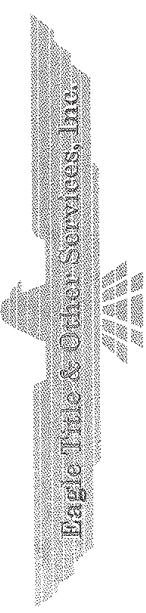
OBSERVATION:

1. **FEDERAL TAX LIEN:** entry 2016-002308-FED, Karibe System, filed on March 2, 2016, notification number 198803916, against F. Santamaría Velázquez & C. González, Social Security number 5636, in the amount of \$42,877.20. There is no warranty about the identity of the owner and the foreclosure subject being the same person.
2. **FEDERAL TAX LIEN:** entry 2016-002307-FED, Karibe System, filed on March 2, 2016, notification number 198802716, against F. Santamaría Velázquez & C. González, Social Security number 5636, in the amount of \$54,326.60. There is no warranty about the identity of the owner and the foreclosure subject being the same person.

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TEL.S. (787) 748.1130 / 748-8577 • FAX (787) 748-1143
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Titulo, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Titulo, para indemnizar a la cantidad pagada por la preparación de dicho Estudio de Titulo, para la completa protección deben requerir una poliza de Seguro de Titulo.



**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

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PAGE #2
PROPERTY #7,312

3. **FEDERAL TAX LIEN:** entry 2016-002550-FED, Karibe System, filed on March 7, 2016, notification number 198803816, against F. Santamaría Velázquez & C. González, Social Security number 5636, in the amount of \$42,877.20. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
4. **FEDERAL TAX LIEN:** entry 2016-002503-FED, Karibe System, filed on March 7, 2016, notification number 198803816, against F. Santamaría Velázquez & C. González, Social Security number 5636, in the amount of \$42,877.20. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
5. **FEDERAL TAX LIEN:** entry 2017-009668-FED, Karibe System, filed on January 24, 2018, notification number 273282117, against F. Santamaría Velázquez & C. González, Social Security number 5636, in the amount of \$9,532.93. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

REVIEWED:

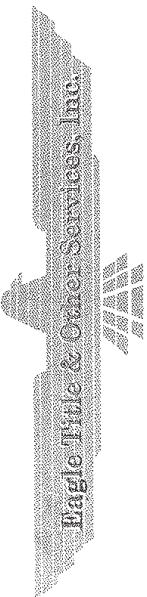
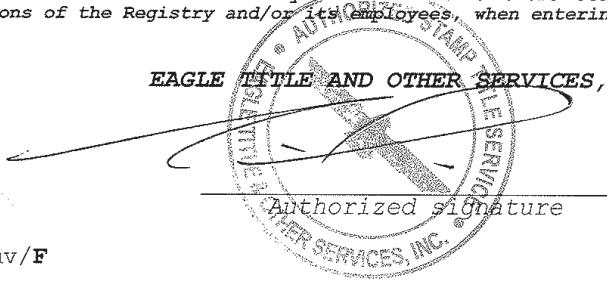
Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to September 26, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/mv/F



I, Elías Diaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

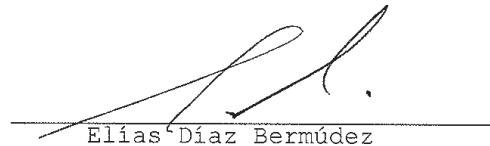
1. That my name and personal circumstances are the above mentioned.

2. That on September 26, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 5 day of November of 2019.

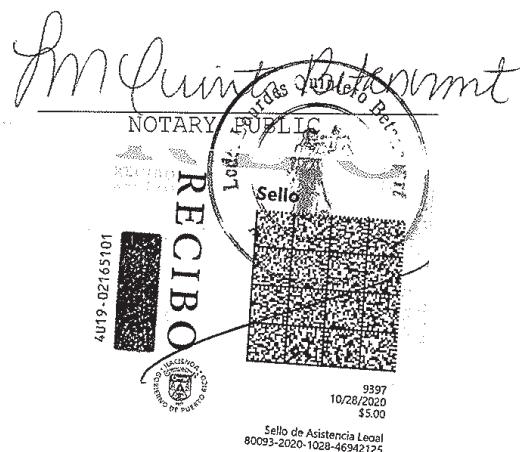


Elías Diaz Bermúdez

AFFIDAVIT NUMBER 4,302

Sworn and subscribed to before me by Elías Diaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 5 day of November of 2020.



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**
 654 Muñoz Rivera Avenue
 654 Plaza Suite #829
 San Juan, PR 00918

Borrower: Crescenciano González Velez Case No: 63-019-xxx-xx-5765

CERTIFICATION OF INDEBTEDNESS

I, Jacqueline Lazú Laboy, of legal age, married, a resident of Humacao, Puerto Rico, in my official capacity as Acting Loan Resolution Task Force Director of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of September 8, 2020

Loan Number	43-01
Note Amount	\$ 220,000.00
Date of Last Payment	6/1/2009
Principal Balance	\$ 157,683.73
Unpaid Interest	\$ 74,757.69
Misc. Charges	
Total Balance	\$ 232,441.42
Daily Interest Accrual	\$ 16.2004
Amount Delinquent	\$ 189,969.31
Years Delinquent	12

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.


 Jacqueline Lazú Laboy
 Acting LRTF Director
 September 8, 2020

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
Plaintiff(s))
v.) Civil Action No.
ALBERTO ULISES GONZALEZ-MORALES, et als.) FORECLOSURE OF MORTGAGE
Defendant(s))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ALBERTO ULISES GONZALEZ-MORALES
Urb. Monte Verde
TT 12, Calle Monte Santo
Manatí, PR 00674

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
Plaintiff(s))
v.) Civil Action No.
ALBERTO ULISES GONZALEZ-MORALES, et als.) FORECLOSURE OF MORTGAGE
Defendant(s))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ORLANDO CRESCENCIA GONZALEZ-MORALES
Urb. Atenas
J23 CPL Elliot P. Vélez
Manatí, PR 00674

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)))))
Plaintiff(s)	
v.)))
ALBERTO ULISES GONZALEZ-MORALES, et als.)))))
Defendant(s)	

Civil Action No.
FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* RUBEN DAVID GONZALEZ-MORALES
Urb. Camino del Sol
K-8 Camino del Valle
Vega Baja, PR 00693

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: UNITED STATES OF AMERICA, acting through the USDA

Defendant: ALBERTO ULISES GONZALEZ-MORALES; ET ALS.

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted: November 5, 2020

rev. Dec. 2009

[Print Form](#)

[Reset Form](#)

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (*Firm Name, Address, and Telephone Number*)
Juan C. Fortuño Fas
Po Box 3908, Guaynabo, PR 00970
Tel. 787-751-5290**DEFENDANTS**

ALBERTO ULISES GONZALEZ-MORALES, et als.

County of Residence of First Listed Defendant San Sebastián, P.R.

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (*If Known*)**II. BASIS OF JURISDICTION** *(Place an "X" in One Box Only)*

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input checked="" type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 425 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	PERSONAL PROPERTY	LABOR	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 891 Agricultural Acts
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	IMMIGRATION	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN *(Place an "X" in One Box Only)*

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345**VI. CAUSE OF ACTION**

Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

232,441.42

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY***(See instructions):*

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

Juan C. Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE